

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

GARD P. & I. (BERMUDA) LTD. and §  
ASSURANCEFORENINGEN GARD - §  
gjensidig §  
§  
*Plaintiffs,* §  
v. §  
§  
§  
NORTHERN OFFSHORE DRILLING §  
SERVICES U.S. INC. and §  
NORTHERN OFFSHORE U.K. LTD. §  
§  
*Defendants.* §

C.A. No. 4:19-cv-01602  
Admiralty 9(h)

**PLAINTIFFS' COMPLAINT**

Plaintiffs, Gard P. & I. (Bermuda) Ltd. and Assuranceforeningen Gard – gjensidig (collectively “Gard”), file their Complaint against Defendants, Northern Offshore Drilling Services U.S. Inc. and Northern Offshore U.K. Ltd. (collectively “Northern Offshore”), and respectfully would show as follows:

**JURISDICTION AND VENUE**

1. This Court has admiralty jurisdiction under 28 U.S.C. § 1333. This is an admiralty and maritime claim within the meaning of Rule 9(h) of the Federal Rules of Civil Procedure. Alternatively, this Court has diversity jurisdiction under 28 U.S.C. § 1332(a) as this is a case between entities of a foreign state and entities domiciled in the State of Texas, and the amount in controversy exceeds \$75,000.00.

2. Venue is proper in this Court as one or more defendant resides in this district and/or the acts and/or omissions giving rise to Plaintiffs’ claims occurred within this district.

### **PARTIES AND SERVICE OF SUMMONS**

3. Plaintiff, Gard P. & I. (Bermuda) Ltd., is an entity organized under the laws of a foreign state with its principal place of business in Norway. At all material times, Gard P. & I. (Bermuda) Ltd. was in the business of providing marine insurance and related insurance products and services to shipowners, operators, managers, charterers and other ship insurers engaged in maritime activities throughout the world.

4. Plaintiff, Assuranceforeningen Gard – gjensidig, is an entity organized under the laws of a foreign state with its principal place of business in Norway. At all material times, Assuranceforeningen Gard – gjensidig was a Norwegian mutual insurance association providing Protection & Indemnity insurance and other related marine insurance products to shipowners, operators, managers, charterers and other ship insurers engaged in maritime activities throughout the world.

5. Plaintiffs are collectively referred to hereafter as “Gard”.

6. Defendants, Northern Offshore Drilling Services U.S. Inc. and Northern Offshore U.K. Ltd. (Collectively, “Northern Offshore”), are domestic business entities organized under the laws of the State of Delaware and with their principal places of business at Energy Center II, 575 N. Dairy Ashford, Suite 200, Houston, Texas 77079. They may be served with process via their registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

### **FACTS**

7. During 2018, Northern Offshore owned, operated and/or managed Mobile Offshore Drilling Units (“MODUs”) engaged in worldwide maritime exploration for oil and gas. In 2018, Northern Offshore entered into marine contracts with Gard for marine insurance and

related services, including Protection & Indemnity insurance, covering MODUs owned, operated, managed or otherwise controlled by Northern Offshore.

#### **BREACH OF CONTRACT**

8. Northern Offshore agreed to pay premiums owed to Gard in exchange for marine insurance coverage and related products provided by Gard. The marine insurance products and related insurance services, including Protection & Indemnity insurance, provided to Northern Offshore by Gard included coverage for the following MODUs: ENERGY ENDEAVOUR, ENERGY ENHANCER, NORTHERN PRODUCER and ENERGY EMERGER.

9. Northern Offshore failed and refused to pay premiums due and owing to Gard for the insurance coverage and related insurance services provided by Gard. Gard has complied with all conditions precedent and performed as agreed; however, Northern Offshore has refused and failed to make payments for vouchers for premiums submitted by Gard totaling \$394,901.21 as of September 1, 2018. Gard made demand for payment; however, Northern Offshore has failed and/or refused to make payments for premiums due and owing to Gard in the total amount of \$394,901.21. Northern Offshore breached its agreement to pay Gard for premiums due and owing.

#### **CONDITIONS PRECEDENT**

10. To the extent applicable, all conditions precedent have occurred and/or been complied with by Gard.

#### **DAMAGES**

11. As a result of the breach of contract on the part of Northern Offshore, Gard sustained money damages of \$394,901.21 representing premiums which remain unpaid. Gard is also entitled to recover costs and interest, which continue to accrue as of the filing of this suit,

together with attorney fees made necessary by virtue of Northern Offshore's refusal to pay premiums as agreed.

**PRAYER FOR RELIEF**

For these reasons, Gard prays that this Honorable Court enter judgment against Northern Offshore for the amount of Gard's claim including prejudgment interest, post-judgment interest, court costs, attorney fees and all other relief as justice and equity allow.

Respectfully submitted,

*/s/ James T. Bailey*

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